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RELEASED IN PART

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 350)		RATING B2, B4	PAGE OF 1 1 90/188 PAGES
2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION SEALED BID (FB1) NEGOTIATED (FB1)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.	
S-LMAQM-03-C0034	S-LMAQM-03-R0035	<input checked="" type="checkbox"/> CODE	01/23/2003		

By
Department of State
Office of Acquisition Management (A/LM/AQM/IP)
P.O. Box 9115, Rosslyn Station
Arlington, VA 22219

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

See Section L.8.1

SOLICITATION

9. Sealed offers - 1 original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handwritten, in the depository located in 1701 N. Ft. Myer Dr. Arlington, VA until 16:00 local time 02/24/2003
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME James S. (Steve) Rogers	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (703) 875-7320
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OFFER (Must be fully completed by offeror)

Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-6)	► 10 CALENDAR DAYS 0 %	20 CALENDAR DAYS 0 %	30 CALENDAR DAYS 0 %	CALENDAR DAYS 0 %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: _____)	AMENDMENT NO. A001	DATE 05 Feb 2003	AMENDMENT NO. A003	DATE 12 Feb 2003
	A002	11 Feb 2003	A004	20 Feb 2003

15A. NAME AND ADDRESS OF OFFEROR	CODE 1SMB2	FACILITY 1SMB2	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Stephen J. Cannon President, DynCorp International LLC
DynCorp International LLC 6500 West Freeway, Suite 600 Fort Worth, TX 76116-2187	DUNS: 608-46-1898		

15B. TELEPHONE NO. (Include area code) (817) 737-1513	<input checked="" type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE Stephen J. Cannon	18. OFFER DATE March 4, 2003
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19. ACCEPTED AS TO ITEMS NUMBERED N/A	20. AMOUNT \$ IDIQ	21. ACCOUNTING AND APPROPRIATION PER TASK ORDER	
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)	23. SUBMIT INVOICES TO CONGRESS SHOWING 100% OF UNPAID CONTRACT VALUE PER TASK ORDER	ITEM CODE
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24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY PER TASK ORDER	
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26. SIGNATURE OF CONTRACTING OFFICER (Type or print) JAMES S. ROGERS	27. UNITED STATES OF AMERICA Signature of Contracting Officer	28. AWARD DATE 5/27/2003
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1 - Award will be made on this Form, or on Standard Form 25, or by other authorized official written notice. NSN 7540-01-152-8064 PREVIOUS EDITION NOT USABLE		43-133	STANDARD FORM 33 (REV. 4-85) Prescribed by GSA FAR 14.8 (CFR) 53.214(c)
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Peacekeeping/Capacity Enhancement/Surveillance Efforts - African Continent
S-LMAQM-03-C0034
Section B

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 The Contractor shall perform any and all services required for Peacekeeping, Capacity Enhancement and Surveillance Efforts within the continent of Africa. The specific projects and scopes of work shall be tasked, via task order, in writing by the Contracting Officer and shall be in conformance with the contract clauses and special conditions contained herein.

The professional services to be provided will include, but are not limited to, logistics, transportation of personnel, training of host country personnel, supply and establishment of field operations/services, maintenance, communications, and any other related service necessary to meet the department's needs, as well as administration and coordination of the various disciplines involved. See Section C for the Statement of Work.

B.2 This is an Indefinite Quantity/Indefinite Delivery contract containing fixed hourly rates. The term of Contract S-LMAQM-03-C0034 is one base year, with four, 12-month option years to be renewed at the government's discretion. The contract may be renewed by modification under the same terms and conditions as the base year, except as provided in section B.5 Prices/Costs). The actual amount of work to be performed, the time of such performance, the deliverables, and the location of the work will be determined by the Contracting Officer, who will issue executed task orders to the Contractor. The only work authorized under this contract is that which is performed after receipt of such task orders and a written Notice to Proceed (NTP) from the Contracting Officer. A written NTP may be transmitted by facsimile or electronic mail (e-mail).

B.3 The Contractor shall, upon receipt of a duly executed task order, perform all services as required in this contract and such further requirements as may be contained in task orders for projects described herein. The Contractor shall complete all work and services under this contract within the period of time specified in task orders, except that no task order shall be issued hereunder after the expiration of this contract. Performance, the deliverables, and the location of the work will be task order specific.

B.4 The Government makes no guarantee as to the number of orders or actual amount of services which will be requested above the guaranteed minimum value of \$5,000,000.00 for the life of the contract (1 base year plus all four option years).

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Peacekeeping/Capacity Enhancement/Surveillance Efforts - African Continent
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Section B

B.4.1 If two or more contracts are awarded under this solicitation, the Government reserves the right to compete or assign individual task orders to a particular contractor.

B.4.2 The maximum dollar value for the life of this contract (1 base year plus all four-option years) is \$100,000,000.00.

B.4.3 The minimum value for the contract that is exercised is \$5,000,000.00 for the life of the contract (1 base year plus all four-option years).

B.4.4 The minimum dollar value of any awarded task order is \$50,000.00 and the maximum amount of any awarded task order is \$5,000,000.00 (Refer to Section I, Contract Clause 52.216-19, Ordering Limitation.) These limits may be waived by bilateral agreement between the government and the awarded contractor.

B.4.5 Reserved

B.4.6 The Prime contractor shall not subcontract more than 50% of the total value of this contract.

B.5 PRICES/COSTS

The Contractor shall provide professional services as directed by individual task orders executed by the Contracting Officer. In establishing the prices for individual task orders, the rates for the required services shall be in accordance with the fixed fully burdened hourly labor rates submitted by the Offeror (See B.5.1).

B.5.1 The Offeror shall submit a Cost Volume that contains unburdened direct hourly rates for each professional category, as

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Peacekeeping/Capacity Enhancement/Surveillance Efforts - African Continent
S-LMAQM-03-C0034
Section B

well as fully burdened hourly rates for each labor category of each required discipline. The burdened rates shall include direct hourly rates, overhead, G&A, profit, and all employee fringe benefits, such as retirement, withholding for FICA and taxes (NOTE: DBA Insurance is not to be included in the burdened rate), unemployment, workman's compensation, etc. Submit these rates in the form of a chart, detailing each component of the burdened rate. Please include a rate for any category you feel which may be utilized during the performance of Task Orders under this contract. All rates shall be submitted for each of the basic years and each option year. The submission of the option year rates shall not bind the Government to exercising the option year, nor should it be construed by the Offeror as the Government's intention to do so. Submit the same information for all proposed subcontractors, if possible.

B.5.2 Submit a legend depicting the individual labor category and its requirement (e.g., Project Manager - 10 to 12 years relative experience, minimum of 4 year degree(s), X certification(s)).

B.5.3 Submit a copy of the most recent audit completed on your company by another Government agency. If a copy cannot be provided, please provide the cognizant agency's name and a contact point.

B.5.4 For cost/price evaluation under this contract, see Section L, M and Appendix I. For evaluation purposes under this contract, the prices submitted in accordance with Appendix I will be analyzed. The rates used in Appendix I will be extracted from the Cost Volume submitted in accordance with B.5.1 and B.5.2 and same shall be affixed to Section B of the resulting contract.

NOTE: Following the completion of negotiations and prior to the award of any Task Order, you will be required, where necessary, and if not waived by the Contracting Officer, to complete a Certificate of Current Cost and Pricing Data.

B.6 COST OF MATERIALS/EQUIPMENT

The cost of any materials or equipment required to be furnished and used in conjunction with the services rendered herein, shall be included in the price of each task order unless otherwise noted in the task order.

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S-LMAQM-03-C0034
Section B

B.7 TRAVEL

In determining the cost of travel, the terms and conditions of the Federal Travel Regulations/Joint Travel Regulation (FTR/JTR) shall apply to all travel and travel-related matters authorized under this contract; travel and travel-related expenses shall not exceed the maximum allowable under the FTR/JTR. In connection with authorized travel, the following items may be included in the price of the task order:

(i) The cost of domestic economy-class (coach) air fare; (ii) the cost of hotel or housing accommodations, meals, and other incidentals when travel is undertaken; and (iii) miscellaneous expenses incurred in connection with the travel. For international travel, see Section H.14 Reimbursable Expenses.

B.8 GOVERNMENT-FURNISHED PROPERTY

Government furnished property, if provided, will be identified in any issued or executed task order.

B.9 DEFENSE BASE ACT INSURANCE COST

The requirements of the Defense Base Act apply to this contract and any subcontracts under this contract. The Contractor shall provide Defense Base Act (DBA) insurance coverage in accordance with FAR clause 52.228-03 Workers' Compensation Insurance (Defense Base Act). Rates for DBA will be task order specific.

B.10 DEFINITIONS

In this contract, the terms Contractor or Prime Contractor are used interchangeably unless the context indicates otherwise. Each shall mean the Contractor identified on Cover sheet of this contract.

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Appendix I - Labor Categories / Rates Summary

Labor Category	Base Period	Option One	Option Two	Option Three
Translators				
Project Manager				
Program Managers				
Quality Control				
Base Managers				
Building maintenance specialist(s) (electricians, plumbers, building repair, air handling systems technician, etc.)				
Logistics Managers				
Supply Officer				
Transportation coordinator				
Fuel Handler				
Waste management specialist				
Admin officer				
Accountants				
Mechanics (vehicle, generator, fixed and rotary wing aircraft, communications/computer)				
Communications specialist				
Automation personnel (hardware, software, network administration)				
Human Rights Monitors				
Cease-fire monitors				
Drivers				
Lead Masters				
Pilots (fixed wing/ rotary)				
Imagery technician (if we do aerial surveillance)				
Security officer/manager				
Security Guards				
Conference Organizers				
Chefs/Cooks				
Food preparation personnel				
Janitors				
Trainers (Operational, tactical, vehicle maintenance, communications, etc.)				
Medical Doctors				
Nurse/Aedics				

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RFP: SLM-AQH-43-R-035

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4. *arp International LLC*

Peacekeeping/Capacity Enhancement/Surveillance Efforts - African Continent

Volume 1—Cost Proj. Just Rates

Appendix I - Labor Categories / Rates Detail

Position Title	Rate	Base Period
Translators	US	
Project Manager	US	
Program Managers	US	
Quality Control	US	
Base Managers	US	
Building maintenance specialist(s) (electricians, plumbers, building repair, air handling systems technician, etc.)	US	
Logistics Managers	US	
Supply Officer	US	
Transportation coordinator	US	
Fuel handler	US	
Waste management specialist	US	
Admin officer	US	
Accountants	US	
Mechanics (vehicle, generator, food and dairy wing aircraft, communications/computer)	US	
Communications specialist	US	
Automation personnel (hardware, software, network administration)	US	
Human Rights Monitors	US	
Cessna-182 operators	US	
Drivers	US	
Local Masters	US	
Pilot (fixed wing/rotary)	US	
Emergency technician (fire, do social assistance)	US	
Security officer/manager	US	
Security Guards	US	
Conference Organizers	US	
Child/Cooks	US	
Food preparation personnel	US	
Liaison	US	
Trainers (operational, tactical, vehicle maintenance, communications, etc.)	US	
Medical Doctors	US	
Nurses/Medics	US	

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**1. *arp International LLC*
Peacekeeping/Capacity Enhancement/Surveillance Efforts - African Continent**

Volume 1—Cost Prop.

labor Rates

Appendix 1 - Labor Categories / Rates Detail

Position Title	Rate
Translators	US
Project Manager	US
Program Managers	US
Quality Control	US
Base Managers	US
Building maintenance specialist(s) (electricians, plumbers, building repair, air handling systems technician, etc.)	US
Logistics Managers	US
Supply Officer	US
Transportation coordinator	US
Fuel Handler	US
Waste management specialist	US
Admin officer	US
Accountants	US
Mechanics (Vehicle, generator, fixed and rotary wing aircraft, communications/computer)	US
Communications specialist	US
Automation personnel (hardware, software, network administration)	US
Human Rights Monitors	US
Cease-fire monitors	US
Drivers	US
Load Masters	US
Plates (fixed integrator)	US
Imagery technician (live or aerial surveillance)	US
Security officers/manager	US
Security Guards	US
Conference Organizers	US
Chefs/Cooks	US
Food preparation personnel	US
Jailors	US
Trainers (Operational, tactical, vehicle maintenance, communications, etc.)	US
Medical Doctors	US
Nurses/Medics	US

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RFP: SLMQNA02-2005 (23 January 2005)

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arp International LLC
Peacekeeping/Capacity Enhancement/Surveillance Efforts - African Continent

Volume 1—Cost Profile

—cost Rates

Appendix I - Labor Categories / Rates Detail

Position Title	Rate
Translators	US
Project Manager	US
Program Manager	US
Quality Control	US
Base Managers	US
Building maintenance specialist(s) (electricians, plumbers, building technician, etc.)	US
Logistics Managers	US
Supply Officer	US
Transportation coordinator	US
Fuel handler	US
Waste management specialist	US
Admin officer	US
Accountants	US
Mechanics (vehicle, generator, truck and rotary wing aircraft, communications/bomber)	US
Communications specialist	US
Automotive Personnel (hardware, software, network administration)	US
Human Rights Monitors	US
Crisis-Info monitors	US
Drivers	US
Land Masters	US
Pilots (fixed wing/rotary)	US
Inventory technician (if we do serial surveillance)	US
Security officer/manager	US
Security Guards	US
Conference Organizers	US
Chef/Cooks	US
Food preparation personnel	US
Jet drivers	US
Trainers (Operational, tactical, vehicle maintenance, communications, etc.)	US
Medical Doctors	US
Nurses/Doctors	US

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RFI: SLMAR04-03-R-0035 (23 January 2003)

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Dry International LLC
Peacekeeping/Capacity Enhancement/Surveillance Efforts - African Continent

Volume 1—Cost Prop.

Labor Rates

Appendix 1 - Labor Categories / Rates Detail

Position Title	Rate
Translators	US
Project Manager	US
Program Managers	US
Quality Control	US
Base Managers	US
Building maintenance specialists (electricians, plumbers, building repair, air handling systems technicians, etc.)	US
Logistics Managers	US
Supply Officer	US
Transportation coordinator	US
Fuel handler	US
Waste management specialist	US
Admin officer	US
Accountants	US
Mechanics (vehicle, generator, food and relay wing aircraft, communications/Computer)	US
Communications specialist	US
Information personnel (hardware, software, network administration)	US
Human Rights Monitors	US
Campsite monitors	US
Drivers	US
Land Masters	US
Police (food whippany)	US
Imaging technician (if we do aerial surveillance)	US
Security enforcement	US
Security Guards	US
Conference Organizers	US
Chef/Cooks	US
Food preparation personnel	US
Janitors	US
Trainers (Operational, tactical, vehicle maintenance, communications, etc.)	US
Medical Doctor	US
Nurses/Doctors	US

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RFP: S-MAOA-H-03-R-0005 (23 January 2003)

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4 srp International LLC
Peacekeeping/Capacity Enhancement/Surveillance Efforts - African Continent

Volume 1—Cost Proj. & Cost Rates

Appendix 1 • Labor Categories / Rates Detail

Option IV

Position Title	Net.
Translators	US
Project Manager	US
Program Managers	US
Quality Control	US
Base Managers	US
Building maintenance specialist(s) (electricians, plumbers, building repair, air handling systems technician, etc.)	US
Logistics Managers	US
Supply Officers	US
Transportation coordinator	US
Fuel handle:	US
Waste management specialist	US
Admin officer	US
Accountants	US
Mechanics (vehicle, generator, fixed and rotary wing aircraft, communications (radio/computer))	US
Communications specialist	US
Information personnel (hardware, software, network administration)	US
Human Rights Monitors	US
Cage-free monitors	US
Drivers	US
Lod Misters	US
Phot (fixed wing/rotor)	US
Imagery technician (if we do aerial surveillance)	US
Security officer/manager	US
Security Guards	US
Conference Organizers	US
Chef/Cooks	US
Food preparation personnel	US
Junkers	US
Trainers (Operational, tactical, vehicle maintenance, communications, etc.,)	US
Medical Doctors	US
Nurses/Medics	US

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 RFP: S-11AQH4-03-R-0035 (23 January 2003)

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B4

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DynCorp International LLC
Peacekeeping/Capacity Enhancement/Surveillance Efforts - African Continent

Volume 1—Cost Proposal/Labor Rates

B4

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Appendix II - Labor Categories / Rates Summary

Labor Category	Base Period	Option One	Option Two	Option Three	Option Four
Translators					
Project Manager					
Program Managers					
Quality Control					
Base Managers					
Building maintenance specialist(s) (electricians, plumbers, building repair, air handling systems technician, etc.)					
Logistics Managers					
Supply Officer					
Transportation coordinator					
Fuel handler					
Waste management specialist					
Admin Officer					
Accountants					
Mechanics (vehicle, generator, fixed and rotary wing aircraft, communications/computer)					
Communications specialist					
Automation personnel (hardware, software, network administration)					
Human Rights Monitors					
Cease-fire monitors					
Drivers					
Load Masters					
Plots (fixed wing/patrol)					
Intelligence technician (if we do serial surveillance)					
Security officer/manager					
Security Guards					
Conference Organizers					
Chefs/Cooks					
Food preparation personnel					
Janitors					
Trainers (Operational, tactical, vehicle maintenance, communications, etc.)					
Medical Doctors					
Nurses/Medics					

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RFP: SLMACM-03-22-035

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DynCorp International LLC
Peacekeeping/Capacity Enhancement/Surveillance Efforts : African Continent

Volume 1—Cost Proposal/Labor Rates

Appendix I—Labor Categories / Rates Detail

Position Title	Rate	Base Period
Translations	US	
Project Manager	US	
Program Managers	US	
Quality Control	US	
Base Managers	US	
Building maintenance specialist(s) (electrical, plumbing, building repair, air handling systems machines, etc.)	US	
Logistics Managers	US	
Supply Officer	US	
Transportation coordinator	US	
Fuel Handler	US	
Waste management specialist	US	
Admin officer	US	
Accountants	US	
Mechanics, vehicle, generator, fixed and rotary wing aircraft, communications/computer	US	
Communications specialist	US	
Automation persons (hardware, software, network administration)	US	
Human Rights Monitors	US	
Cause/Protestors	US	
Drivers	US	
Led/ Ledgers	US	
Police (local vigilante)	US	
Imagery technician (if we do aerial surveillance)	US	
Security officer/manager	US	
Security Guards	US	
Conference Organizers	US	
Chefs/Cooks	US	
Food preparation personnel	US	
Janitors	US	
Trainers (Operational, tactical, vehicle maintenance, communications, etc.)	US	
Medical Doctors	US	
Nurses/Adjuncts	US	

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 RFP: S-LMAGM-03-R-0035 (23 January 2003)

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DynCorp International LLC
Peacekeeping/Capacity Enhancement/Surveillance Efforts - African Continent

Volume 1—Cost Proposal Labor Rates

Appendix I - Labor Categories / Rates Detail

Position Title	Rate	Option I
Transitors	US	
Project Manager	US	
Program Manager	US	
Quality Control	US	
Base Managers	US	
Building maintenance specialist(s) (electricians, plumbers, building code, air handling systems technician, etc.)	US	
Logistics Managers	US	
Supply Officer	US	
Transportation coordinator	US	
Fuel bundler	US	
Waste management specialist	US	
Admin officer	US	
Accountants	US	
Mechanics (vehicle, generator, fixed and rotary wing aircraft, communications/computer)	US	
Communications specialist	US	
Automation personnel (hardware, software, network administration)	US	
Human Rights Monitors	US	
Cease-fire monitors	US	
Drivers	US	
Load Masters	US	
Piles (food/wing/tents)	US	
Emergency technician (if we do aerial surveillance)	US	
Security enforcement officer	US	
Security Guards	US	
Conference Organizers	US	
Child/Cooks	US	
Food preparation personnel	US	
Handlers	US	
Trainers (Operational, tactical, vehicle maintenance, communications, etc.)	US	
Medical Doctors	US	
Nurses/Medics	US	

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RFP: S-LMACH-03-PR005 (22 January 2003)

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LynCorp International LLC
Peacekeeping/Capacity Enhancement/Surveillance Efforts - African Continent

Volume 1—Cost Proposal Annex

Appendix I - Labor Categories / Rates Detail

Position Title	Rate
Translators	US
Project Manager	US
Program Managers	US
Quality Control	US
Base Managers	US
Building maintenance specialists (e.g. electrical, plumbing, building repair, air handling systems technician, etc.)	US
Logistics Managers	US
Supply Officer	US
Transportation coordinator	US
Fuel hauler	US
Vehicle management specialist	US
Admin officer	US
Accountants	US
Mechanics (vehicle, Generator, flood communication, computer)	US
Communication specialist	US
Automation personnel (hardware, software, network administration)	US
Human Rights Monitor	US
Cease-fire monitors	US
Drivers	US
Land Blasters	US
Pilots (Read whiphatory)	US
Surveillance technician (we do aerial surveillance)	US
Security officer/manager	US
Security Guards	US
Conference Organizers	US
Child/Childs	US
Food preparation personnel	US
Janitors	US
Trainers (Operational, tactical, vehicle maintenance, communications, etc.)	US
Medical Doctors	US
Nurses/Medics	US

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RFP: SLIAQ0413-R-0035 (23 January 2013)

LynCorp International LLC
Peacekeeping/Capacity Enhancement/Surveillance Efforts - African Continent

Volume 1—Cost Proposal/Unit Rates

Appendix I - Labor Categories / Rates Detail

Position Title	Rate
Transitors	US
Project Manager	US
Program Manager	US
Quality Control	US
Base Managers	US
Building maintenance specialist(s) (electricians, plumbers, building repair, air handling systems technician, etc.)	US
Logistics Managers	US
Supply Officer	US
Transportation coordinator	US
Fuel transfer (Weekly management specialist)	US
Administrative officer	US
Accountants	US
Mechanics (vehicle, generators, food and rotary wing aircraft, communications, etc.)	US
Communications specialist	US
Automation personnel (hardware, software, network administration)	US
Human Rights Monitors	US
Casualty monitors	US
Drivers	US
Load Masters	US
photo (load weight/entry)	US
Imaging technician (if we do serial surveillance)	US
Security officer/manager	US
Security Guards	US
Conference Organizers	US
Chefs/Cooks	US
Food preparation personnel	US
Janitors	US
Trainee (Operational, tactical, vehicle maintenance, communications, etc.)	US
Medical Doctors	US
Nurses/Medics	US

B4

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Option III

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LynCart International LLC
Peacekeeping/Capacity Enhancements/Surveillance Efforts - African Continent

Volume 1—Cost Proposal/Labor Rates

Appendix 1 - Labor Categories / Rates Detail

Position Title	Rate
Translators	US
Project Manager	US
Program Managers	US
Quality Control	US
Base Managers	US
Building maintenance specialists (e.g. electrician, plumber, building repair, air handling systems technician, etc.)	US
Logistics Managers	US
Supply Officer	US
Transportation coordinator	US
Fuel Handler	US
Waste management specialist	US
Admin officer	US
Accountants	US
Mechanics (vehicle, generator, feed and rotary wing aircraft, communications/computer)	US
Communications specialist	US
Automation personnel (hardware, software, network administration)	US
Human Rights Monitor	US
Cause-free monitor	US
Drivers	US
Load Masters	US
Flight (flight engineer)	US
Imagery technician (if we do aerial surveillance)	US
Security officer/manager	US
Security Guards	US
Conference Organizers	US
Chefs/Cooks	US
Food preparation personnel	US
Janitors	US
Trainers (Operational, tactical, vehicle maintenance, communications, etc.)	US
Medical Doctors	US
Nurses/Medics	US

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Peacekeeping/Capacity Enhancement/Surveillance Efforts - African Continent
S-LMAQM-03-C0034
Section C

SECTION C Statement of Work

C. 1. 0 INTRODUCTION

C.1.1 Background

The U.S. Department of State (DOS) has a number of programs and initiatives throughout the continent of Africa. Most of these programs are aimed at enhancing individual countries' ability to do peacekeeping, supporting peacekeeping operations and crisis management. Currently these programs are executed through a number of different contractors and in order to more effectively maintain control and oversight, DOS would like to merge them into one overarching contract.

One of the administration's key objectives in Africa is regional stability. DOS uses its Peacekeeping Operations (PKO) funds to advance that goal by undertaking training of armed forces, enhancing their ability to deploy by land, air and sea, working with regional organizations to enhance their abilities to prevent, manage and resolve conflict and supporting peacekeeping and peace-building operations. DOS currently uses helicopters, aerial surveillance planes, logistics depots, peacekeeping training, cease-fires and human rights monitors to further these goals and may look to other programs in the future.

C.1.2 Overview

The Statement of Work (SOW) requires one or more Contractor(s) to perform a variety of tasks related to providing logistics and other support, training and supplies/equipment to African countries with regard to peacekeeping operations on the continent. The Contractor will work under the oversight of the DOS Bureau of African Affairs, Office of Regional and Security Affairs (AF/RSA) and in close coordination with DOS organizational elements, other Government agencies and other Contractors as directed. The Contractor will perform detailed planning and analysis services that will provide AF/RSA with individual project-defined scope, proposed schedule and cost for each Task Order project/program as needed.

The Contractor's tasking shall be accomplished by individual Task Orders issued by the Contracting Officer. Each Task Order will specify the specific services and requirements to be performed in each country/region. In each case, the Task Order will define what the Government expects the Contractor to perform and will provide the Contractor with appropriate documentation to assist the Contractor in performing the desired task. The Task Order will also indicate the personnel security clearance requirements for personnel assigned to the task.

C.1.3 Objective and Scope

a. Scope

The Contractor shall provide a broad range of functional and regional expertise and support, including planning, management, coordination and integration of program elements. They will procure and deliver equipment and provide transportation and training as needed. The intent is

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to have a Contractor on call to undertake a range of diverse projects, from setting up an operational base to support a peace operation in a hostile environment; to providing cease-fire and human rights monitors to monitor a peace accord; to undertaking training in vehicle maintenance; and to providing a range of technical expertise and equipment, like aerial surveillance platforms, transport helicopters and recommended equipment for the Sahel region. These tasks will be undertaken in countries throughout the African continent as designated by AF/RSA. The support will be in conjunction with specific DOS programs and policies.

b. Objective

This Contractor will provide highly qualified, carefully selected experts to perform tasks laid out in Section C.2 and specifically indicated in individual Task Orders. The key tasks specified in the Contract and Task/Delivery Orders will be executed by the contractor team in cooperation with designated responsible host nations' authorities and in coordination with appropriate USG agencies.

C.2.0 Contract Tasks

C.2.1 Project Management

- a. Manage** - The contractor should manage the execution of Contractor responsibilities and coordination of the team to ensure thorough, timely, high quality, and coordinated results.
- b. Assessments, of units, training centers, regions, logistics facilities, disaster sites, logistics support to peace support operations** - establish a detailed work plan for each of the participating countries, to include the initial on-site assessments, including validation of timelines, staff and resources required.
- c. Design** - POIs, training and logistics plans, etc... - Prepare, upon direction, Programs of Instruction (POIs) for training, covering everything from classroom courses to operational/tactical level field training. Contractor should prepare a diagnostic mechanism to evaluate training effectiveness and prepare additional implementation efforts as directed by Task Order and as resourced. Contractor will identify and recommend functional modules for additional and reinforcing training, when a valid requirement is identified and when resources are made available to utilize the functional modules.
- d. Report** - Contractor will provide interim progress reports that will be specified for each Program/Task Order. All progress reports should be unclassified.
- e. Conferences and Seminars** - Contractor will secure facilities, arrange travel, coordinate agenda and undertake all administrative and substantive areas with regard to putting on a conference or seminar held.

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C.2.2 Logistics Support and Services

- a. **Transportation of Goods/Services and Personnel** - The contractor shall be responsible for providing the/all transportation of goods, services and personnel associated with the contract, unless otherwise specified within an individual Task Order. This transportation may include, but is not limited to, the use of aerial (fixed wing and rotary) craft, all types of ground transports, transportation by sea, routine or express shipments, etc.
- b. **Supply Operations** - The contractor shall be responsible for all supply operations that encompass, but are not limited to, operations involving food and/or food preparation, water (both potable and other), maintenance and/or repair parts, health/hygiene, personnel welfare, major end items, petroleum (to include oil and lubricants), ammunition, communication equipment, etc.
- c. **Field Services** - The contractor shall be responsible for all field services that include, but are not limited to, clothing exchange and repair, laundry services, bathing of personnel, food service, mortuary affairs, sanitation, disposal of hazardous waste, billeting, facilities management, morale/health/welfare/recreation, information management, postal operations, etc.
- d. **Maintenance (Operator to Depot Level)** - The contractor shall be responsible for maintenance (operator to depot level), that will encompass, but is not limited to, repair and reparable/replacement parts, etc.
- e. **Medical** - The contractor is responsible for providing Level I and II Medical Support, which includes, but is not limited to, the following. Further, the contractor is responsible for providing air and/or ground evacuation of personnel to a Level III facility.

Level I

- Immediate lifesaving measures.
- Disease and non-battle injury prevention.
- Combat stress control preventive measures.
- Casualty collection.
- Evacuation from supported location to supporting medical treatment.
- Provide interim pre-evacuation treatment. Take measures to stabilize and allow for the evacuation of the patient to the next echelon of care. These measures include: maintain the airway, stop bleeding, prevent shock, protect wounds, immobilize fractures, and other emergency measures, as indicated.
- Provide necessary medical logistics.

Level II

- Evacuate patients from Echelon I.
- Provide Level I services
- Examine casualty, evaluate wounds and general status, and treat and return to duty or evacuate to Level III.
- Provide dental, laboratory, x-ray, and patient holding capabilities. Emergency care, including beginning resuscitation procedures, is continued.

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C.2.3 Training

- a. **Transportation** - The contractor shall be responsible for providing the/all transportation in support of all training, and training requirements associated with the contract, unless otherwise specified within an individual Task Order. This transportation may include, but is not limited to, the use of aerial (fixed wing and rotary) craft, all types of ground transports, transportation by sea, routine or express shipments, etc.
- b. **Supplies** - The contractor shall be responsible for all supplies in regards to all training, and training requirements associated with the contract, unless otherwise specified within an individual Task Order. This includes, but is not limited to, supplies involving food and/or food preparation, water (both potable and other), maintenance and/or repair parts, health/hygiene, personnel welfare, major end items, petroleum (to include oil and lubricants), ammunition, communication equipment, etc.
- c. **Maintenance** - The contractor shall be responsible for maintenance (operator to depot level), that will encompass, but is not limited to, repair and repairable/replacement parts, etc.
- d. **Communication** - The contractor shall be responsible for supplying, maintaining, and utilizing operational communication equipment sufficient enough to perform task directed by the Department of State. Further, the contractor shall ensure that personnel utilizing such equipment are skilled in its use, maintenance, and if necessary, repair. Communication equipment such as HF/VHF and satellite phones may be utilized; however, other forms of communication may be used as long as the stated mission is correctly performed and not compromised.
- e. **Strategic Level Training** - The contractor shall be responsible for all directed strategic level training as it relates to this contract and resulting Task Orders. This training includes, but may not be limited to, the following:
 - Security Sector Reform – Includes specific training to the needs of individual countries in helping to professionalize and restructure their armed forces as needed.
 - Leader Development Training – Includes specific techniques and procedures for officers and noncommissioned officers.
 - Border Security Operations Training – Includes all aspects of border security operations to create rapid response capability.
 - Peacekeeping Training – Includes a range of peacekeeping training, pre-deployment training and civilian police training.

C.2.4 Base Management

- a. **Logistics Base** - The contractor shall be responsible for setting up and maintaining logistic bases (where necessary). The contractor shall ensure that attention and management is given to the areas of supplies, distribution, security, maintenance, transportation, training, personnel, procurement and communication/automation services. The contractor is responsible for establishing and maintaining either hard and/or soft structures - depending on the circumstances

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of a given task. It is solely the contractor's responsibility to ensure all aspects and requirements of a logistics base is fulfilled and maintained at all times.

b. Forward Operating Base - The contractor shall be responsible for setting up and maintaining forward operating bases (where necessary). The contractor shall ensure that attention and management is given to the areas of supplies, distribution, security, maintenance, transportation, training, personnel, procurement and communication/automation services. The contractor is responsible for establishing and maintaining either hard and/or soft structures - depending on the circumstances of a given task. It is solely the contractor's responsibility to ensure all aspects and requirements of a logistics base is fulfilled and maintained at all times.

C.2.5 Support for Peace Support Operations (PSO)

a. Monitors - The contractor shall be responsible for providing trained and competent personnel to act as monitors for cease-fire/cessation of hostilities at whatever location is indicated in the individual Task Orders. The contractor shall also be responsible for providing trained and competent personnel to monitor human rights, and violations thereof, at specific locations as indicated in individual Task Orders.

b. Aerial Surveillance - The contractor shall be responsible for providing

C.3 Summary Instructions

Any specific omission within this Statement of Work (SOW) directly relating to directions given in any individual Task Order shall be immediately brought to the attention of the Contracting Officer or Contracting Officer Representative. Any specific duty that must be carried out in order to fulfill the mission as stated in an individual Task Order, but is not stated in the basic contract SOW, shall not release the contractor from the responsibility of meeting that specific requirement.

The contractor shall, at all times, make every effort to reuse, salvage, and/or repair equipment that is cost-effective to do so. The contractor is expected to perform at the most cost-effective level of effort at all times.

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**SECTION D
PACKAGING AND MARKING**

D.1 PACKAGING

(a) Preservation, packing and packaging for shipment or mailing of all work deliverables hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s).

(b) Letters sent via U.S. Postal Service shall be addressed as follows:

U.S. Department of State
Attn: (Refer to Individual Task Orders)
P.O. BOX 9115 ROSSLYN STATION
ARLINGTON, VA 22219

(c) Packages or Private Mail delivered by express mail or courier shall be addressed as follows.

U.S. Department of State
Attn: (Refer to Individual Task Orders)
1701 N. Fort Myer Drive
ARLINGTON, VA 22219

(d) Specific persons and office symbols that are to be utilized as fill-ins in the above addresses will be revealed and issued to the awardees at the time of contract award.

D.2 PACKING LIST(S)

A packing list or other suitable shipping documents shall accompany each shipment and shall include the following information - at a minimum:

- Name and address of consignor;
- Name and address of consignee;
- Government Contract number and/or Task Order number if applicable;
- Government bill of lading number covering the shipment, if any; and Description of the items shipped, including item number, quantity, number of containers, and package number, if any.

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D.3 MARKING

Each package, report, or other deliverable shall identify the intended recipient and reference any specific requirements in accordance with standard Department of State practice.

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SECTION E INSPECTION AND ACCEPTANCE

E.1 INSPECTION

The Contractor's key individuals responsible for the quality of documentation shall be identified by the contractor in its Quality Management Program (QMP).

E.2 ACCEPTANCE

Acceptance of deliverable items shall be by the Contracting Officer's Representative(s), in writing. Acceptance or use of documents developed under this contract shall not in any way relieve the Contractor of the responsibility to fulfill the requirements under this contract and/or any executed task order.

E.3 QUALITY MANAGEMENT AND CONTROL PROGRAM

The Contractor's QMP shall provide the Contractor's employees, its associated firm and consultants with established, uniform procedures for the production of project data and documents. Principal functions of the QMP are the following:

3.1 - The Contractor's key individual responsible for quality of documentation is

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If key individuals require replacement during performance of this contract a resume for a replacement shall be submitted to the COR for approval in accordance with the Key Personnel clause in H.8.1

QUALITY PROGRAM REQUIREMENTS

The Contractor shall prepare and implement (based on approval by the Department), a Quality Management and Control Plan. The following areas shall be addressed in the plan:

1. Organizational Structure. Proposed organizational structure for the project must be defined, including charts and a description of responsibilities of key persons who will perform the work. Persons responsible for interface with the Government must be identified.

2. Document Control. The program must ensure that documents, including changes, will be reviewed for adequacy, approved for release by authorized personnel, and properly conveyed to the Government. Persons responsible for reviewing, approving, and releasing documents and revisions must be identified.

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3. Verification. The senior person(s) who will be responsible for final review and verification before documents are transmitted to the Government must be identified. Cursory supervisory reviews will not satisfy the intent of this requirement.

4. Corrective Action. The quality program must clearly define responsibility and procedures for corrective action in the event that deficiencies in the services or resulting deliverables are found to exist.

E.4 INSPECTION

Inspection: The Contractor shall implement an appropriate inspection system including checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees. Copies of the inspection reports shall be provided to the COR (Exact timing of the inspections and report submissions shall be task order specific). Any shortcomings and/or substandard conditions noted in such inspections shall be promptly corrected and improved; any conditions beyond the responsibility of the Contractor shall be brought to the attention of the Contracting Officer or COR, disposition.

Monthly Report: The Contractor shall render a monthly progress report, during performance of task orders, summing up observations resulting from the inspections, progress, difficulties or irregularities encountered, resolution of problems, measures taken to improved conditions, recommendations, and other matters related to this contract. This monthly report shall be submitted to the COR, together with the Contractor's monthly invoice.

Inspection by Government: The Government has the right to inspect, during any stage of the service, performance, progress, and all resulting work to be supplied under this contract. The Contractor shall give the Government full opportunity to inspect, examine, measure and test any work on site or wherever carried out. The Contractor will receive a reasonable warning as to the time, date, and location of the inspection.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer or COR as a result of such inspection.

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E.5 CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> or,
<http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of a network "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

E.5.1 The below listed clauses are to be referred to when a task order under this contract is awarded (where applicable):

CLAUSES INCORPORATED BY REFERENCE

<u>FAR SOURCE</u>	<u>TITLE, DATE & Task Order REFERENCE</u>
52.246.2	Inspection of Supplies - Fixed-Price AUG 1999
52.246-3	Inspection of Supplies - Cost Reimbursement MAR 2001
52.246-4	Inspection of Services - Fixed-Price AUG 1996
52.246-5	Inspection of Services - Cost Reimbursement APR 1984
52.246-6	Inspection of Services - Time-and-Materials and Labor-Hour MAR 2001
52.246-15	Certificate of Conformance (APR 1984)
52.246-16	Responsibility for Supplies (APR 1984)

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The term of the contract is one (1) year with four, 12-month option years, to renew. (NOTE: Task orders that are awarded prior to the expiration date of the contract, but progress beyond that expiration date, shall be allowed to run to completion. However, a task order being performed after the contract expiration date shall not be modified in order to extend the completion date of that particular task order.)

F.2 TIME OF PERFORMANCE

Time of performance shall be Task Order specific.

F.3 PLACE OF PERFORMANCE

Place of performance shall be Task Order specific.

F.4 WORKING HOURS

The contractor shall provide, as a rule, support 24-hours daily, 7 days per week, including official holidays. However, specific working hours shall be Task Order specific.

F.5 NOTICE OF DELAY

In the event the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in completion of the project after the completion date, the Contractor shall notify the Contracting Officer, in writing, of the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. Such notice shall be given promptly, and not more than twenty (20) days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer.

F.6 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-8, Default. Examples of such cases include; (1) acts of God or of the public enemy; (2) acts of the United States Government in either its sovereign or contractual capacity; (3) acts of the government of the host country in its sovereign capacity; (4) acts of another contractor in the performance of a contract with the Government; (5) fires; (6) floods; (7) epidemics; (8) quarantine restrictions; (9)

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strikes; (10) freight embargoes; (11) delays in delivery of Government furnished equipment; and (12) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against, (2) cannot be overcome by reasonable efforts to reschedule the work, and (3) directly and materially affects the date of final completion of the project.

F.7 MONTHLY PROGRESS REPORT

Monthly progress reports shall be submitted in accordance with this contract and/or specific requirements as directed under specific Task Orders. Reports shall be in letter format and contain information relevant to this contract, including, but not limited to, accomplishments during the previous month, anticipated accomplishments for the next month, arising or occurring problems and possible or proposed solutions, questions that require answers or directions from the Post, any pending Government review comments regarding the Contractor's submittals, any proposed changed orders that have not been executed, and any other pertinent information required to report the progress of performance under this contract. (See Section E4 - Monthly Report)

F.8 Weekly Situation Reports

If Weekly Situation Reports are required, specifics and location of the deliverable shall be Task Order Specific.

F.9 NOTICE TO PROCEED

- (a) The receipt of a duly executed Task Order shall serve as the official Notice to Proceed. At the Contracting Officer's discretion, a Task Order may be executed and issued with a delayed Notice to Proceed date.

F.10 COST REPORTING/REVIEW

- (a) The contractor shall report actual cost vs. projected cost on a monthly basis in an electronic format. The cost expenditure data will be incorporated into the monthly progress reviews.
- (b) The contractor shall provide expenditure estimates, which may be used until the actual billing is received. Cost data will be made available to the Contracting Office or the Contracting Officer's Representative upon request.

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F.11 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of a network "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

F.11.1 The below listed clauses are to be referred to when a task order under this contract is awarded (where applicable):

CLAUSES INCORPORATED BY REFERENCE

<u>AR SOURCE</u>	<u>TITLE, DATE & Task Order REFERENCE</u>
52.242-15	Stop-Work Order (AUG 1989)
52.242-15	Stop-Work Order (AUG 1989)
	Alternate I (APR 1984)
52.242-16	Government Delay of Work (APR 1984)
52.247-48	F.O.B. Destination - Evidence of Shipment (FEB 1999)

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AUTHORITY OF CONTRACTING OFFICER

All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract, except that the Contracting Officer and the Procurement Executive shall have the right to designate authorized representatives to act for the Contracting Officer, as specifically provided in the designation of that individual.

G.1.1 Project Director (PD)/Contracting Officer's Representative (COR)/Alternate Contracting Officer's Representative (ACOR)

The Project Director and/or Contracting Officer's Representative will be named at the time of the contract/task order award(s). Additionally, Alternate CORs may be named throughout the life of the contract/task orders.

G.2 PAYMENT

G.2.1 General

The Contractor's attention is directed to Section I, S2.232-1, "Payments". The following subsections elaborate upon the information contained therein.

G.2.2 Detail of Payment Requests

Each application for payment, which shall be made no more frequently than monthly, unless otherwise provided herein, shall cover the allowable costs per the pertinent payment clauses.

G.2.3 Payments to Subcontractors

The Contractor shall make payments to the subcontractors and suppliers from prior payments or from the proceeds of the progress or final payment for which request is being made.

G.2.4 Evaluation by the Contracting Officer/COR

Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer/COR shall make a determination as to the amount which, in his/her opinion, is then due. In the event the Contracting Officer/COR does not approve payment of the full amount applied for, less the retainage addressed in 52.232-9, the Contracting Officer shall advise the Contractor of the reasons therefore.

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G.2.5 Additional Withholding

Independently of monies retained by the Government under 52.232-9, or otherwise as permitted to be retained under this contract, the Government may withhold from payments due the Contractor any amounts as may be considered necessary to cover --

- (a) Wages or other amounts due the Contractor's employees on this project;
- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and
- (d) Any other amounts for which the Contractor may be held liable under this contract.

G.3 Invoice Distribution

The Contractor shall submit a copy of their invoice, with full supporting documentation to the COR/ACOR for his/her review. Concurrently, the Contractor shall submit the original invoice, without full supporting documentation to:

U.S. Department of State
(Address/POC shall be Task Order Specific)

G.4 Invoice Example Format

As of January 1, 1999, FAR 32.905(b) lists the minimum information required in a properly submitted invoice.

G.5 Contractor Remittance Address

Payment shall be made to the Contractor's address as specified on the cover page of this contract, unless a separate remittance address is specified below:

G.6 REQUESTS FOR PAYMENT BY ELECTRONIC FUNDS TRANSFER

If the Contractor desires payment under this contract to be made by electronic funds transfer, the Contractor shall complete the attached Standard Form 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," (See Section J-3) in accordance with FAR 52.232-33 "MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT." The form shall be submitted with the contractor's RFP submission.

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G.7 TASK ORDERS

- (a) Task Order Requests shall be issued in writing to the Contractor by the Contracting Officer and will describe the specific support required by the Department of State. A Task Order Request is a request for proposal; it is not a Task Order and does not authorize performance.
- (b) Each Task Order Request shall include, at a minimum:
 - (1) A description of the work to be performed and the location of performance;
 - (2) Reporting, briefings, and/or other deliverable requirements; and
 - (3) The estimated period of performance or required completion date.
 - (4) Specific Work Hours.
- (c) The Contractor shall, within ten working days of the receipt of a Task Order Request, submit to the COR a written technical proposal and a separate detailed cost proposal. A cost proposal shall include the following, as applicable:
 - (1) The required number of labor hours by labor classification and labor rates;
 - (2) Overtime hours and rates by labor category;
 - (3) Direct material, equipment, travel, subsistence, and similar costs;
 - (4) Dollar amount and type of any proposed subcontract(s);
 - (5) Total estimated price; and,
 - (6) Proposed completion or delivery dates.
- (d) The COR shall review the proposal and forward his written recommendations, along with a copy of the proposal, to the Contracting Officer. Following successful negotiations of the Contractor's proposal, the Contracting Officer shall issue a written Task Order to the Contractor providing the necessary funding and authorizing the Contractor to begin work.

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(e) The Government shall not be obligated to pay the Contractor any amount in excess of the total Task Order amount, and the Contractor shall not be obligated to continue performance if to do so would exceed the total Task Order amount.

(f) Task Orders may be awarded under fixed-price or labor-hour vehicles.

G.8 DEPARTMENT OF STATE CLAUSE - FULL TEXT

DOSAR 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1994) (ACQ STANDARD FORMAT)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the
- (b) Scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
- (c) The COR is identified in Section G of this contract under "CONTRACT ADMINISTRATION DATA."

NOTE: At the time of award, the Contractor will be given the identity of the COR, along with other pertinent information. There may be additional personnel named as CORs for specific task orders. If additional CORs are appointed, the Contractor will be given the identity and information of the appointee at the time of appointment.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 OWNERSHIP & DOCUMENTS

(a) Release of Information. All data furnished to the Contractor and data developed in connection with the project shall be considered privileged. Public announcements, including news releases, are to be cleared through the Contracting Officer prior to release.

(b) Supplemental Documents. The Contracting Officer shall furnish from time to time such documents and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the project or performance under the project, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 calendar days, their issuance shall not provide for any claim for an increase in the contract price or an extension of contract time.

H.2 SECURITY

The following considerations must be followed by the Contractor and/or must be incorporated into the produced documents.

- a. All documents received or generated under the contract are the property of the U.S. Government.
- b. All documents are to be controlled and disseminated on a need-to-know basis. Reproduction and distribution is prohibited without express approval of the U.S. Government.
- c. All documents will be marked and handled in strict accordance with all applicable requirements and regulations. Proposed and actual contract documents will only be disseminated on a strict need-to-know basis, and will not be further disseminated without prior authorization from the Department of State.
- d. Those receiving proposed and/or actual contract documents will be responsible for these documents while in their possession, or that of any of their subcontractors. They will return all documents, including all copies, promptly upon demand by the Government.
- e. The Department of State shall be afforded the opportunity to review all photographs and/or negatives in advance of any public use, and reserves the right to deny such use. No further dissemination, publication, duplication, or other use beyond that which was requested and approved is authorized without specific advance written approval from the Department of State.
- f. Department reserves the right to demand retention of all copies of said photographs and/or negatives, following fulfillment of the previously authorized usage.

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c. Unless authorized by the Post RSO, no photography shall be permitted in Controlled Access Areas (CAAs). In each instance, the Post will review the area to be photographed, and establish limits, restrictions, or other controls as necessary. Exposed film, negatives, and photographs of such areas or equipment shall be appropriately marked and handled in accordance with applicable security regulations. Exposed film depicting any CAA activities or equipment shall be developed in an environment controlled by appropriately cleared U.S. citizens. Publication, distribution, or other use of such film, negatives, or photographs, will be strictly governed by the Department of State, and unauthorized dissemination or other usage is prohibited. Photographs of general work and public access areas of U.S. diplomatic or consular facilities overseas must be authorized in advance by the Post RSO, who will establish controls, limits, or other restrictions as necessary.

h. All classified and sensitive but unclassified (SBU) documents shall be controlled in accordance with the requirements of the National Industrial Security Program Operating Manual (NISPOM) and applicable DoS regulations, policies and guidelines. All classified and SBU material will be transferred to DoS for any oversea transmissions. The Contractor may ship unclassified documents via commercial courier services.

i. All parties must immediately bring all security issues, concerns or suspected violations to the attention of the Post RSO and COR. Any suspected loss or compromise of classified material shall be immediately reported to the Post RSO and COR. Efforts by unauthorized individuals gain access to protected areas or information shall be immediately reported to the Post RSO.

H.3 INSURANCE

H.3.1 Amount of Insurance

(1) The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

(2) The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site. This includes Government Furnished Equipment/Material.

H.3.2 Government as Additional Insured

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

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H.3.3 Insurance-Related Disputes

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the work.

H.3.4 Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract within 30 calendar days after contract. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

H.4 DEFINITIONS

In addition to the definitions provided in Section I, FAR 52.202-1 and DOSAR 652.202-70, the following definitions shall apply when used in connection with this contract:

(a) Day means a calendar day unless otherwise specifically indicated.

(b) Host Country means the country in which the project is located.

(c) Notice to Proceed means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to incur obligations and proceed with the work under the contract as of a date set forth in the Notice.

(d) Separate Contractor means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for an adjoining portion of the project.

H.5 LANGUAGE PROFICIENCY

The manager assigned by the contractor to supervise the work on-site, shall be fluent in written and spoken English.

H.5.1 Subcontractors

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and are fully functional in their specific areas of performance.

H.6 RESPONSIBILITY OF CONTRACTOR

H.6.1 Damage to Persons or Property

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

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H.7 SUBCONTRACTORS AND SUPPLIERS

7.1 Claims and Encumbrances

The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material-men and laborers, for all labor performed and materials furnished under this contract, unless the Government shall be directly liable therefor by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the equipment or material, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

H.7.2 Approval of Subcontractors

(a) Review and approval. The Government reserves the right to review proposed subcontractors for a period of five (5) calendar days before providing notice of approval or rejection of any or all subcontractors.

(b) Rejection of subcontractors. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

H.8 CONTRACTOR PERSONNEL

8.1 KEY PERSONNEL

The Contractor shall assign to this contract the following key personnel to the identified position/function:

<u>Position/Function</u>	<u>Name</u>
Project Manager	*
QC Manager	*

Key personnel must have Interim Secret or Final Secret personnel security clearances prior to contract performance.

[* To be completed at time of award.]

** The CO may add to the positions above.

During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph H.8.1 to the Contracting Officer at least 15 days prior to making any permanent substitutions.

The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution, complete resume of the proposed substitute, and any additional information requested

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by the Contracting Officer. The proposed substitute must possess qualifications comparable to the original key person, as well as satisfying any minimum standards set forth elsewhere in the solicitation/contract. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on the substitution. This clause will be modified to reflect any changes in key personnel.

H.8.2 Removal of Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.8.3 Personnel Security

Specifically designated contractor (and subcontractor) personnel must have Interim Secret or Secret personnel security clearances prior to contract performance. At a minimum, all contractor personnel having access to classified information must have the requisite personnel security clearance.

H.9 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

H.9.1 Shipment and Customs Clearance

(a) Costs to be borne by Contractor. The Contractor is responsible for paying all charges, whatsoever, except customs duties as provided herein, incurred in obtaining materials and/or equipment that must be imported for the project and in transporting the materials from their place of origin to the site. Moving costs shall include, but not necessarily be limited to, packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance and duties (other than customs duties as provided herein), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

(b) Duty-free clearance. The Contractor shall follow the instructions of the Contracting Officer as to the manner of labeling the shipping containers or otherwise processing shipments of imported materials in order to obtain, or continue to receive, duty free clearance through customs. The Contractor shall be responsible for the payment of customs duties, if any, which (1) are imposed on items which are not labeled and processed in accordance with the Contracting Officer's instructions, (2) are imposed on the Contractor's tools, equipment and machinery imported for use on the project, or (3) are otherwise ineligible for duty-free entry.

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(c) Customs Clearance. The Government will be responsible for maintaining customs clearances, and for obtaining exemption certificates paying customs duties not waived, for imported products, materials and equipment which are labeled and processed in accordance with the Contracting Officer's instructions. The Government shall not be responsible for obtaining customs clearance for the Contractor's tools, equipment or machinery, nor for obtaining visas, entry or work permits for the Contractor's personnel.

H.9.2 Disposition of Government-Owned Equipment (GFE)

All vehicles and other GFE will be disposed of in accordance with government direction at the completion of this contract, or Task Order if applicable.

H.9.3 PERSONNEL VISAS AND TRAVEL

The Contractor shall be responsible for all visas and travel clearances for their personnel.

H.10 EQUITABLE ADJUSTMENTS

H.10.1 Basis for Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment, that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice within a limit of 20 calendar days stating (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

H.10.2 Documentation of Proposals for Equitable Adjustments

(a) Itemization of proposals and requests. Any request for equitable adjustment in the contract price, including any change proposal submitted in accordance with the "Changes" clause, shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract price in at least the detail required by the Contracting Officer, and shall include all costs and delays related to or arising out of the change or event giving rise to the proposed adjustment, including any delay damages and additional overhead costs.

(b) Proposed time adjustments. The Contractor shall submit with any request for an equitable adjustment or change proposal a proposed time extension (if applicable), and shall include sufficient information to demonstrate whether and to what extent the change will delay the contract in its entirety.

(c) Release by Contractor. The price and time adjustment made in any contract modification issued as a result of a change proposal or request for an equitable adjustment shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment. Upon the issuance of such contract modification, the Government shall be released from any and all liability under this contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change.

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proposal or request for equitable adjustment.

H.1 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such a cause.

H.12 ASSIGNMENT

The Contractor shall not assign the contract or any part thereof without the written consent of the Contracting Officer, nor shall the Contractor assign any moneys or other benefits due or to become due to him hereunder, without the previous written consent of the Contracting Officer.

H.13 Government Liability

The Contractor shall perform only those services specifically authorized in individual task orders under this contract. If unauthorized services are performed, the Government is not liable for financial compensation to the Contractor for those unauthorized services.

H.14 Reimbursable Expenses

The total amount estimated for reimbursable expenses under this contract shall be as stipulated in the individual task orders and cannot be exceeded unless authorized, in writing, by the Contracting Officer.

Reimbursements shall not include overhead, G&A, or profit. Contractor's labor costs associated with reimbursable activities are included in the fixed rates of this contract.

a. Overseas Travel

All overseas travel required under a task order must be authorized in writing by the Contracting Officer. The terms and conditions of the Federal Travel Regulations/Joint Travel Regulation shall apply to all travel and travel-related matters under the contract. In connection with authorized travel, the Contractor will be reimbursed for (a) the cost of economy-class (coach) air fare (or business class fare when specifically approved by the COR and authorized by the CO; in advance and in writing, for a particular journey), and (b) per diem at rates prevailing when travel is undertaken.

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Miscellaneous travel items such as taxi fares and other ground transportation expenses incurred in connection with the travel, and, if applicable, passport/visa fees, passport/visa photographs, travelers check fees, and airport taxes may be included in the firm-fixed price of the task order.

Upon completion of authorized overseas travel, the Contractor shall submit his invoice for payment. Copies of transportation tickets or other evidence that the trip was performed should be included with the invoice, as well as hotel bill and DBA insurance bill.

If business-class fares are used for travel under this contract without prior written authorization, the Government will reimburse the Contractor only for economy-class accommodations. Travel on U.S. airlines only is approved; any waiver of this policy must be approved in advance.

b. Translations

The Contractor shall be reimbursed for approved actual costs of all language translations that are requested in writing by the Contracting Officer.

c. Defense Base Act Insurance

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C.) 1651. Et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

The Contractor may elect to purchase Defense Base Act insurance either on an annual basis or individual task order basis.

See Section I for clauses that refer to Defense Base Act Insurance.

H.15 RESOURCE CONSERVATION

All proposals/bids, reports, specifications and other paper intensive double-sided copying to the maximum extent practicable, in accordance with Public Law 94-580, Resource Conservation and Recovery Act.

H.16 DISPOSITION AND RETENTION OF CLASSIFIED MATERIAL.

All classified material (including copies and reproductions and classified information stored on AIS media), received or generated in the performance of this contract, shall be returned to the Contracting Officer's Representative (COR) upon completion of the project unless the

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material has been declassified, destroyed or retention of the material authorized in accordance with DOD National Industrial Security Program Operating Manual (NISPOM). The classified material shall be returned within 120 days after final delivery of project drawings and specifications and any other services; or after completion of a task order or termination of the contract.

H.17 DIPLOMATIC SECURITY REQUIREMENTS

This Contract may require access to classified national security information. The successful offeror must possess, at a minimum, a Secret facility security clearance issued by Defense Security Service. Contractor personnel must also possess, or be capable of obtaining, personnel security clearances commensurate with the level of access to classified information.

- 1.1 Draft DD Forms 254 must be completed by the prime contractor for all subcontractors requiring access to classified information. They must be forwarded to Diplomatic Security, Industrial Security Branch, Information Security Programs, DS/ISP/INB, for signature and approval, prior to granting the subcontractor access to any classified information.
- 1.2 The contractors and all subcontractors must comply with all Department of State (DOS) and Department of Defense (DOD) requirements relating to the protection of classified and specifically designated unclassified information and cooperate fully in all security matters that may arise relating to this contract.

The contractor will ensure that all potential employees for this contract who will require access to classified information are aware of the requirements for a security clearance, which may include a full background investigation. The Government, in its sole discretion, reserves the right to determine the suitability of a contractor employee for assignment. It is further understood that due to the sensitive nature of the work, the Government reserves the right to grant or deny access to any classified/sensitive information, facility, or any part thereof for security reasons. Any contractor employee unable to obtain a security clearance, or failing to comply with security and conduct/behavior regulations will, at the option of the Government, be removed from the contract and replaced at no additional cost to the Government.
- 1.3 The loss, compromise, or suspected compromise or loss of any classified information (documents, notes, drawings, sketches, surveys, reports, exposed film, negatives, or photographs) or any information which may adversely affect the security interests of the United States, must be immediately brought to the attention of the Contracting Officer or COR.
- 1.4 Contractor personnel assigned to the contract shall observe the standards of conduct as set forth in 22 CFR Part 10,3 FAM 160,3 FAM 620 (copies provided upon request) and other appropriate

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Departmental regulations, as well as any special standards of conduct promulgated by the local embassy/post to govern U.S. Government personnel. Failure to adhere to the provisions of the above may subject contractor personnel to removal at the contractor's expense.

- 1.5 All U.S. citizens requiring a security clearance will be required to attend contractor-provided security briefings regarding policies and procedures for the protection of classified and specifically designated sensitive information.
- 1.6 Only appropriately cleared American firms and personnel, including both prime and all subcontractors, will be authorized access to classified information. In all instances, the security clearance will be at least SECRET. The prime and all subcontractors will submit a visit authorization request, in accordance with the National Industrial Security Program Operating Manual (NISPOM), for all cleared personnel visiting the Department or an overseas post, or as otherwise requested by the U.S. Government. The visit request must be submitted to the Bureau of Diplomatic Security, DS/ISP/INB, SA-14, 1st floor, 2201 C Street, N.W., Washington, D.C. 20520. Facsimiles can be sent to (703) 312-3687.
- 1.7 American prime and American subcontractors who desire to assign non-U.S. citizens to any portion of this contract must obtain the approval of the Bureau of Diplomatic Security, DS/ISP/INB.

Inasmuch as prime contractors may be required to retain the services of a local host country firm to perform a variety of functions, all personnel must ensure that sensitive information is not disclosed to uncleared/unauthorized personnel or the host government. Contractor selection of foreign subcontractors is subject to advance DOS approval. Information concerning potential subcontractors must be submitted to the COR at least thirty (30) days from contract award unless approved prior to award.

Foreign subcontractors will be subject to security screening procedures as required by the DOS security officer. Government denial of subcontractors for security reasons can be made without providing the rationale for the denial.

Potential foreign subcontractors will be required to furnish the following information:

- (1) Complete names, nationality, citizenship and position title (if appropriate) of:
 - a. all individuals having ownership of the firm;
 - b. all key officers of the firm;
 - c. all key officers who will work on this project;
- (2) Complete business address and telephone number;

A listing of all major projects in which the firm was involved During the past 3 years; A listing of all projects involving the

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firm outside of the country in which the firm is based, for the past 5 years.

1.9 Upon arrival at an overseas site, all American personnel will be afforded the opportunity to attend initial and subsequent periodic security briefings by the responsible Site Security Manager (SSM)/Regional Security Officer (RSO), or designee responsible for that specific area. Debriefings may be requested by Diplomatic Security, either at post prior to departure and/or at the contractor's location.

H.18 ORGANIZATIONAL CONFLICT OF INTEREST - GENERAL

(a) The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.

(c) If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.

(d) The Contractor shall insert the substance of this section, including this paragraph (d), in all subcontracts.

H.19 TECHNICAL DIRECTION

(a) Performance of the work hereunder shall be subject to technical instructions, whether oral or written, issued by the Contracting Officer's Representative specified in SECTION G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, change work emphasis, fill in details or otherwise serve to assist in the Contractor's accomplishment of the Statement of Work.

(2) Guidance to the Contractor that assists in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as

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applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work-statement that is not affected by the disputed technical instruction.

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SECTION I CONTRACT CLAUSES

I-1.1. 52.252-02 Clauses Incorporated by Reference (FEB 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

<http://www.acnet.gov/far/> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of a network "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

FAR Text	Title	Date
52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restriction on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Recission, and Recovery of Funds	
52.203-10	For Illegal Or Improper Activity	JAN 1997
52.203-12	Price and Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.204-2	Limitation on Payments to Influence Certain Federal Transactions	JUN 1997
52.204-4	Security Requirements	AUG 1996
52.209-06	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.211-5	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Material Requirements	AUG 2002
52.215-8	Audit - Negotiation	JUN 1999
52.215-10	Order of Precedence - Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Price Reduction for Defective Cost or Pricing Data - Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data - Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of facilities Capital Cost of Money	OCT 1997

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52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PEB) Other than Pensions	OCT 1997
..215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data-Modifications	OCT 1997
52.215-7	Allowable Cost and Payment	FEB 2002
52.216-8	Fixed Fee	MAR 1997
52.216-18	Ordering	OCT 1995
52.216-19	Ordering Limitations	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.217-9	Option to Extend the Term of the Contract	MAR 2002
52.219-8	Utilization of Small Business Concerns	OCT 2002
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-26	Equal Opportunity	FEB 1999
52.222-29	Notification of Visa Denial	FEB 1999
52.222-35	Disabilities	
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	DEC 2001
52.222-36	Affirmative Action for Handicapped Workers	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era	DEC 2001
52.223-3	Hazardous Material Identification and Material Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	JAN 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
224-1	Privacy Act Notification	APR 1984
224-2	Privacy Act	APR 1984
52.225-5	Trade Agreements	APR 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.225-14	Inconsistency Between English Version and Translation of Contract	FEB 2000
52.225-15	Sanctioned European Union Country End Products	FEB 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.227-14	Right in Data-General	JUN 1987
52.228-3	Workers' Compensation Insurance (Defense Base Act)	APR 1984
52.229-3	Federal, State, and Local Taxes	JAN 1991
52.229-6	Taxes - Foreign Fixed-Price Contracts	JAN 1991
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-17	Interest	JUN 1996
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-16	Progress Payments	FEB 2002
52.232-23	Alternate I (if Small Business)	FEB 2002
52.232-25	Assignment of Claims	JAN 1986
52.232-24	Prompt Payment	FEB 2000
52.232-33	Prohibition of Assignment of Claims	JAN 1986
5. 13-1	Mandatory Information for Electronic Funds Transfer Payment	MAY 1999
5. 33-3	Disputes	DEC 1998
	Protest after Award	AUG 1996
	Alternate I (for Cost Reimbursement Contracts)	JUN 1985

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52.242-1	Notice of Intent to Disallow Costs	APR 1984
.242-3	Penalties for Unallowable Costs	MAR 2001
.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes - Fixed Price	AUG 1987
	Alternate I (Where Applicable)	APR 1984
52.243-2	Alternate II (Where Applicable)	APR 1984
	Changes - Cost Reimbursement	AUG 1987
	Alternate I (Where Applicable)	APR 1984
	Alternate II (Where Applicable)	APR 1984
52.245-1	Property Records	APR 1984
52.245-5	Government Property (Cost Reimbursement/Time and Material or Labor Hour Contracts)	JAN 1986
52.245-19	Government Property Furnished "AS IS"	APR 1984
52.247-63	Preference for U.S. - Flag Air Carriers	JAN 1997
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	JUN 2000
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination for the Convenience of the Government (Fixed-Price)	SEP 1996
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1997

I A. Basic DOSAR Clauses incorporated by reference.

<u>FAR Text</u>	<u>Title</u>	<u>Date</u>
652.203-70	Prohibition Against the Use of Federal Employees	DEC 1994
652.203-71	Certification Regarding Federal Employment	DEC 1994
652.204-70	Security Requirements	JUL 1988
652.204-71	Security Requirements - Personnel	JUL 1988
652.206-70	Competition Advocacy/Ombudsman	DEC 1994
652.214-70	Notices	DEC 1994
652.214-71	Authorization to Perform	DEC 1994
652.223-73	Use of Double-Sided Copying in the Submission of Reports	DEC 1994
652.228-70	Indemnification	JUL 1988
652.232-70	Schedule and Invoice Submission (Fixed-Price)	DEC 1994
652.246-70	Commercial Warranty	JUL 1988

II. The following FAR Clauses are specific to Fixed-Priced and Cost Reimbursement Service Task Orders under this Contract.

<u>FAR Text</u>	<u>Title</u>	<u>Date</u>
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	MAY 1997
52.246-25	Limitation of Liability-Services	FEB 1997

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A. The following DOSAR Clauses are specific to Fixed-Price Service Task Orders under this contract.

<u>DOSAR Text</u>	<u>Title</u>	<u>Date</u>
652.228.71	Worker's Compensation Insurance (Defense Base Act) - Services	DEC 1994

III. The following FAR Clauses are specific to Fixed-Price and Cost Reimbursement Supply Task Orders under this contract.

52.246-23	Limitation of Liability	FEB 1997
52.246-24	Limitation of Liability - High Value Items Alternate I	FEB 1997 APR 1984

IV. The following FAR Clauses are specific to Time-and-Material/Labor-Hour Task Orders under this Contract.

<u>FAR Text</u>	<u>Title</u>	<u>Date</u>
52.232-7	Payments under Time & Materials and Labor Hour Contracts - Alternate II	MAR 2000
52.243-3	Changes - Time & Materials or Labor Hour Contracts	SEP 2000
52.245-5	Government Property(Cost Reimbursement, Time & Material or Labor Hour Contracts)	JAN 1986
52.246-6	Inspection of Services - Time-and-Materials and Labor-Hour	MAR 2001
52.49-6	Termination (Cost Reimbursement) Alternate IV	SEP 1996

IV.A The following DOSAR Clauses are specific to Time-and-Material/Labor-Hour Task Orders under this Contract.

<u>DOSAR Text</u>	<u>Title</u>	<u>Date</u>
652.228.71	Worker's Compensation Insurance (Defense Base Act) - Services	DEC 1994

V. Federal Acquisition Regulation Clauses in Full Text

52.204-1 Approval of Contract (DEC 1989)

This contract, and any resulting Task Orders, is subject to the written approval of a Warranted Contracting Officer assigned to the Department of State and shall not be binding until so approved.
(End of Clause)

52.215-19 Notification of Ownership Changes (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result

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of a change in ownership.

(b) The Contractor shall-

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

52.244-6 Subcontracts for Commercial Items (MAY 2002)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1995).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(a) The Contractor shall include the terms of this clause, including the paragraph (d), in subcontracts awarded under this contract.

(End of clause)

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Attachment J.20 CONTROL OF CLASSIFIED INFORMATION

1. PROCEDURAL SECURITY.

a. PROCEDURAL SECURITY.

All classified and sensitive documents shall be controlled in accordance with the requirements of the ISM and applicable Department of State regulations, policies, and guidelines.

b. SECURITY INCIDENTS - REPORTING REQUIREMENT.

All parties employed in conjunction with any diplomatic construction project must immediately bring all security issues, concerns, or suspected violations to the attention of the post RSO and COR. Efforts by unauthorized individuals to gain access to protected areas or information shall be immediately reported to the post Regional Security Officer (RSO).

c. DOCUMENT MARKING.

All construction documents shall be marked with a prohibition against duplication or distribution without prior approval from the post RSO or COR.

d. DISSEMINATION / DISTRIBUTION.

Unclassified proposed and actual construction documents shall be disseminated on a need-to-know basis, and shall not be further disseminated without prior authorization from the Department of State.

e. DOCUMENT CONTROL.

Classified project descriptive material shall not be removed from the project site. Any removal of classified materials from the site must have the prior written approval of the post RSO.

2. PHOTOGRAPHY.

Unless authorized by the post RSO, no photography shall be permitted in CAAs. See attached Interim Guidance on the use and Control of Digital Cameras.

a. AREA REVIEW FOR PHOTOGRAPHY.

In each instance, the post RSO will review the area to be photographed, and establish limits, restrictions, or other controls as necessary. Exposed film, negatives, and photographs of such areas or equipment shall be appropriately marked and handled in accordance with applicable security regulations.

b. FILM DEVELOPMENT.

Exposed film depicting any CAA Area activities or equipment shall be developed in an environment controlled by appropriately Cleared U.S. Citizens. Publication, distribution, or other

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use of such film, negatives, or photographs, will be strictly governed by the Department of State, and unauthorized dissemination or other usage is prohibited.

c. **PHOTOGRAPHY OF GENERAL WORK AND PUBLIC SERVICE AREAS.**
Photographs of General Work and Public Access Areas of U.S. diplomatic or consular facilities overseas must be authorized in advance by the post RSO, who will establish controls, limits, or other restrictions as necessary.

3. **DIPLOMATIC POUCH REQUIREMENTS.**

All classified, and protectively marked SBU, construction documents or related materials will be transferred to DOS for transmission overseas.

Unclassified documents may be shipped by the Contractor via commercial courier service.

4. **LOSS / COMPROMISE OF CLASSIFIED INFORMATION.**

Any suspected loss or compromise of classified material shall be immediately reported to the post RSO and COR

a. **DOCUMENT RESPONSIBILITY.**

Those receiving proposed or actual construction documents, to include blackline drawings, blueprints, technical drawings, sketches, photographs, exposed negatives, or descriptive narratives pertaining to the project, shall, at all times, be responsible for these materials while in their possession, and shall return all such documents, including copies, promptly upon demand by the U.S. Government. Failure to control such information in accordance with applicable security regulations and procedures may result in security clearance revocation and adverse consideration for future contracts. In addition, should such a failure result in a compromise, or potential compromise of classified information, at the option of the U.S. Government, the responsible Contractor shall bear all resultant costs for complete rectification, and termination, removal, and if necessary, replacement of the offending party.

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ATTACHMENT TO J.20

Interim Guidance on the use and Control of Digital Cameras

This interim guidance is based on interpretation of existing policy governing the use and control of computer, cameras and recording equipment.

DS/IST/CMP is in the process of developing policy for digital cameras, which will soon be promulgated as a telegram to all diplomatic and consular posts.

BACKGROUND:

In general, digital cameras fall into one of three categories: 1) those with removable storage media, 2) those with both removable storage media and on-board, non-volatile memory, and 3) those with only on-board non-volatile memory.

Because of the multitude of camera models and their proprietary nature, it is not readily apparent or easily determined how each camera manages image data. For example, it is conceivable that a model with removable media may retain the last image internally until overwritten. And in a non-removable media model, deletion of an image following download may not necessarily remove data.

In addition, many digital cameras have a built-in microphone to allow digital audio recording. This adds another aspect to the digital camera, which the user must be aware of.

GUIDANCE:

Pending issuance of the aforementioned DS/IST/CMP telegram, digital cameras may be used with the following provisions:

- 1.) Regardless of the category, once a digital camera is used to photograph a sensitive or classified subject, both the camera and media, if any, shall become classified to the highest level of the subject photographed.
- 2.) Once classified, camera and media shall remain classified, even after removal of storage media, downloading or deletion of data.
- 3.) A camera with audio recording capability shall never be stored or introduced into an area where classified discussions may be held.
- 4.) The user shall ensure appropriate use and protection of classified camera, storage media and data, such as the marking and handling of storage media, downloading data to appropriate stand-alone computers, maintaining continuous control by cleared US citizens, etc.
- 5.) The user shall be cognizant of the vulnerabilities of electronic equipment, storage media and recording devices hostile attack.

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